

STATE OF NEW JERSEY REQUEST FOR PROPOSAL		BID NO : 04-X-36009
FOR: NON-TAX DEBT COLLECTION SVS TREASURY DEPT. ***DOWNLOAD RFP FROM INTERNET***		T-NO : T2204
		DATE ISSUED : 08/05/03
		N.J. VENDOR NO :
		VENDOR PHONE NO :
		VENDOR FAX NO :
		VENDOR FEIN/SSN :
		REQUISITION NO : 1027088
		REQUESTING AGENCY: 822080
***** DRAFT SOLICITATION *****		
ESTIMATED AMOUNT: \$.00		
CONTRACT EFFECTIVE DATE: 10/01/03		
CONTRACT EXPIRATION DATE: 09/30/06		
COOPERATIVE PURCHASING: NO		
SET ASIDE: NONE		
DIRECT QUESTIONS CONCERNING THIS RFP TO:		
BUYER: TOM TIGHUE		PHONE: (609) 633-0785
PURSUANT TO N.J.S.A. 52:34-12 AND N.J.A.C. 17:12-2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:		
1) PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 09/05/03 AT THE FOLLOWING PLACE: DEPARTMENT OF TREASURY, GSA, PURCHASE BUREAU, PO BOX 230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED. THE ACCOMPANYING SELF-ADDRESSED ENVELOPE SHOULD CONTAIN OR BE ATTACHED TO THE PROPOSAL.		
2) THE VENDOR MUST SIGN THE PROPOSAL.		
3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.		
4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.		
5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE VENDOR.		
6) THE VENDOR MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ NONE OR NONE %. CHECK THE TYPE OF BID SECURITY SUPPLIED: ANNUAL BID BOND ON FILE. BID BOND ATTACHED. CERTIFIED OR CASHIER'S CHECK ATTACHED. LETTER OF CREDIT ATTACHED.		
7) THE VENDOR MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2).		
8) THE VENDOR MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S): CONFERENCE: 08-21-03 9:00 AM SEE "CONFERENCE/SITE INSPECTION" PAGE		
ADDITIONAL REQUIREMENTS		
9) PERFORMANCE SECURITY: \$ 5000000.00 OR %. 10) PAYMENT RETENTION: %.		
11) AN AFFIRMATIVE ACTION FORM (ATTACHED). 12) A MACBRIDE PRINCIPLES CERTIFICATION (ATTACHED).		
13) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP		
14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A. 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).		
15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE CERTIFICATION OR NOTIFICATION OF REGISTRATION AS A SMALL, MINORITY OR FEMALE BUSINESS (SEE N.J.A.C. 17:13-3.2).		
TO BE COMPLETED BY VENDOR		
16) DELIVERY CAN BE MADE DAYS OR WEEKS AFTER RECEIPT OF ORDER.		
17) CASH DISCOUNT TERMS (SEE ATTACHED NOTICE): %, DAYS: NET DAYS		
18) VENDOR PHONE NO. 19) VENDOR FAX NO.		
20) VENDOR FEDERAL ID NO. 21) YOUR BID REFERENCE NO.		
SIGNATURE OF THE VENDOR ATTESTS THAT THE VENDOR HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA. FURTHERMORE, SIGNATURE BY THE VENDOR SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.		
22) ORIGINAL SIGNATURE OF VENDOR		23) NAME OF FIRM
24) PRINT/TYPE NAME AND TITLE		25) DATE

CONFERENCE/SITE INSPECTION

DEPT OF TREASURY
PURCHASE BUREAU
STATE OF NEW JERSEY
33 WEST STATE ST 8TH FL
PO BOX 230
TRENTON

NJ

08625-023

TERM CONTRACT - ADVERTISED BID PROPOSAL

NUMBER : 04-X-36009
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BIDDER :
FEIN :

THE FOLLOWING CONFERENCES WILL BE HELD**CONFERENCE****LOCATION**

MANDATORY PRE-BID CONFERENCE
DATE: 08/21/03
TIME: 9:00 AM

BID ROOM, 9TH FLOOR
33 WEST STATE STREET
TRENTON, NEW JERSEY
(NOTE: BRING FEIN#)

ATTENTION VENDORS

If you are submitting a bid and are not on the Purchase Bureau's Vendor File, visit our website at <http://www.state.nj.us/treasury/purchase/forms/forms.htm#bidder> and either submit a bidders application online or download the application and instructions. If downloading, mail or fax the application to the Purchase Bureau and you will be placed on the bid list. Submitting your application online is preferable because it is easier and will get on the vendor file within a day or so.

If the information on the bid itself is incorrect and needs to be changed, DO NOT write the correction on the bid itself. Send a letter on company letterhead signed by a company officer to the Vendor Change Unit of the Purchase Bureau, 33 West State Street, PO Box 230, Trenton, New Jersey, 08625 or fax it to (609) 292-5170. The letter should list the outdated information as well as the corrections, specifying what is to be changed. Make sure you include the entire eleven-digit vendor identification number on the letter.

This does not apply to remit-to addresses. They must be processed through the OMB Vendor Control Unit. Their number is (609) 292-8124.

NOTICE TO ALL BIDDERS
REQUIREMENT TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MacBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c.134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2, that the entity for which I am authorized to bid:

_____ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

_____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated:

Print or Type

Signature of Bidder

{ _____
Name

{ _____
Title

Name of Company

NOTICE TO ALL BIDDERS
SET-OFF FOR STATE TAX

Please be advised that, pursuant to P.L. 1995, c.159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c. 52:32-32 et seq.), to the taxpayer shall be stayed.



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
PO BOX 230
TRENTON, NEW JERSEY 08625

DIVISION OF
PURCHASE AND PROPERTY

PURCHASE BUREAU

IMPORTANT NOTICE TO BIDDERS

Effective October 7, 1991, in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

For states having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

Name of Locality having preference practices

City/Town/Authority _____

County _____ State _____

() Documentation attached

() Resolution

() Regulations/Laws

() Notice to Bidder

() Other _____

Name of Firm Submitting this Information _____
(Please Print)

STANDARD TERMS & CONDITIONS		TERM CONTRACT - ADVERTISED BID PROPOSAL	
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : 04-X-34620 OPEN DATE : 08/06/03 TIME : 2 PM T-NUMBER : T1993 BIDDER :	PAGE
<p>I. Unless the bidder is specifically instructed otherwise in the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.</p> <p>II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.</p> <p>III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.</p> <p>IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.</p> <p>1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS</p> <p>1.1 BUSINESS REGISTRATION - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey.</p> <p>Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at www.state.nj.us/njbgs/services.html.</p> <p>1.2 ANTI-DISCRIMINATION - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.</p> <p>1.3 PREVAILING WAGE ACT - The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.</p> <p>1.4 AMERICANS WITH DISABILITIES ACT - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.</p> <p>1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.</p> <p>1.6 OWNERSHIP DISCLOSURE - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.</p> <p>1.7 COMPLIANCE - LAWS - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.</p> <p>1.8 COMPLIANCE - STATE LAWS - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.</p> <p>1.9 COMPLIANCE - CODES - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.</p> <p>2. LIABILITIES</p> <p>2.1 LIABILITY - COPYRIGHT - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.</p> <p>2.2 INDEMNIFICATION - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.</p> <p>2.3 INSURANCE - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:</p>			

STANDARD TERMS & CONDITIONS**TERM CONTRACT - ADVERTISED BID PROPOSAL**

DEPT OF TREASURY
PURCHASE BUREAU
STATE OF NEW JERSEY
33 WEST STATE ST 8TH FL
PO BOX 230
TRENTON

NJ

08625-0230

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STATE OF NEW JERSEY
Purchase Bureau - Bid Ref.#

The insurance to be provided by the contractor shall be as follows.

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:

1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
2. PRODUCTS/COMPLETED OPERATIONS
3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

\$100,000 BODILY INJURY, EACH OCCURRENCE
\$100,000 DISEASE EACH EMPLOYEE
\$500,000 DISEASE AGGREGATE LIMIT

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

- 3.1 CONTRACT AMOUNT - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

- 3.2 CONTRACT PERIOD AND EXTENSION OPTION - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend any contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17:12-2.4. Acceptable forms of bid security are as follows:

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
 - a. Issue an award notice for those offers accepted by the State;
 - b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc.). If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b.1, and nonpayment for work performed.

- 3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17:12-3 et seq.

STANDARD TERMS & CONDITIONS		TERM CONTRACT - ADVERTISED BID PROPOSAL	
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : 04-X-34620 OPEN DATE : 08/06/03 TIME : 2 PM T-NUMBER : T1993 BIDDER :	PAGE
<p>3.5 TERMINATION OF CONTRACT</p> <p>a. Change of Circumstances</p> <p>Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.</p> <p>In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required.</p> <p>b. For cause:</p> <p>1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.</p> <p>2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.</p> <p>c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.</p> <p>d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.</p> <p>3.6 COMPLAINTS - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.</p> <p>3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.</p> <p>3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1 permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.</p> <p>N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.</p> <p>N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the independent institution of higher education shall have a minimum cost of \$500.</p> <p>In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid proposal. The extension to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education must be under the same terms and conditions, including price, applicable to the State.</p> <p>3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A-25.9 permits any college to participate in any term contract(s) that may be established as a result of this proposal.</p> <p>3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64-60 permits any State College to participate in any term contract(s) that may be established as a result of this proposal.</p> <p>3.11 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.</p> <p>In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an itemization of the products and/or services to be supplied by them.</p> <p>Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.</p> <p>3.12 MERGERS, ACQUISITIONS - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.</p> <p>a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.</p> <p>b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.</p> <p>c. Vendor Federal Employer Identification Number.</p> <p>The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.</p>			

STANDARD TERMS & CONDITIONS		TERM CONTRACT - ADVERTISED BID PROPOSAL	
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : 04-X-34620 OPEN DATE : 08/06/1993 T-NUMBER : T1993 BIDDER :	PAGE
<p>If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.</p> <p>3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:</p> <ol style="list-style-type: none"> The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. All equipment supplied to the State and operated by electrical current is UL listed where applicable. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered. <p>3.14 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.</p> <p>The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract, and in accordance with good commercial practice.</p> <p>Items delivered must be strictly in accordance with the Request for Proposal.</p> <p>In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.</p> <p>3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.</p> <p>3.16 BID ACCEPTANCES AND REJECTIONS - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17:12-2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.</p> <p>3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.</p> <p>The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.</p> <p>3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION - The Director reserves the right to request all information which may assist him in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain in detail how the bid price was determined.</p> <p>3.19 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.</p> <p>4. TERMS RELATING TO PRICE QUOTATION</p> <p>4.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.</p> <p>In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified in writing of any price reduction within five (5) days of the effective date.</p> <p>Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b,1.</p> <p>4.2 DELIVERY COSTS - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.</p>			

STANDARD TERMS & CONDITIONS**TERM CONTRACT - ADVERTISED BID PROPOSAL**

DEPT OF TREASURY
PURCHASE BUREAU
STATE OF NEW JERSEY
33 WEST STATE ST 8TH FL
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TRENTON

NJ 08625-0230

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F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

- 4.3 C.O.D. TERMS - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.
- 4.4 TAX CHARGES - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.
- 4.5 PAYMENT TO VENDORS - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. For more information, call your bank or any merchant services company.

- 4.6 NEW JERSEY PROMPT PAYMENT ACT - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

- 4.7 RECIPROCITY - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.
5. CASH DISCOUNTS - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.
- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services, received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.
6. STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).
- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

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<p>d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.</p> <p>e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.</p> <p>f. The provisions cited above in paragraph 6a. through 6e. shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.</p>			

OWNERSHIP DISCLOSURE FORM

DEPT OF TREASURY
PURCHASE BUREAU
STATE OF NEW JERSEY
33 WEST STATE ST 8TH FL
PO BOX 230
TRENTON

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INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

COMPLETE ALL QUESTIONS BELOW

- | | YES | NO |
|---|-------|-------|
| 1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i> | _____ | _____ |
| 2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other state or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance.)</i> | _____ | _____ |
| 3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? <i>(If yes, attach a detailed explanation for each instance.)</i> | _____ | _____ |
| 4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance.)</i> | _____ | _____ |
| 5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes to any part of this question, attach a detailed explanation for each instance.)</i> | _____ | _____ |

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I **am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

COMPANY NAME: _____ (Signature)

ADDRESS: _____ PRINT OR TYPE { _____ (Name)

_____ { _____ (Title)

FEIN/SSN#: _____ Date: _____

AFFIRMATIVE ACTION		TERM CONTRACT - ADVERTISED BID PROPOSAL	
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : 04-X-34620 OPEN DATE : 08/06/03 TIME : 2 PM T-NUMBER : T1993 BIDDER :	PAGE

SUPPLEMENT TO BID SPECIFICATIONS

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;
2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.
5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.
7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.
8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- ☐ I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- ☐ I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL.)
- ☐ I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

State of New Jersey
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. <input style="width: 50px;" type="text"/>		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <input style="width: 50px;" type="text"/>		
11. PUBLIC AGENCY AWARDED CONTRACT	CITY	STATE ZIP CODE

OFFICIAL USE ONLY

DATE RECEIVED		OUT OF STATE PERCENTAGES	ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR	COUNTY	MINORITY FEMALE	

SECTION B - EMPLOYMENT DATA

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2 & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)							
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE			
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftworkers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employment from Previous Report (if any)											

The data below shall NOT be included in the request for the categories above.

Temporary and Part-time Employees											
13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)				15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO				16. IF NO DATE OF LAST REPORT SUBMITTED MO. DAY YEAR			
14. DATES OF PAYROLL PERIOD USED											

SECTION C - SIGNATURE AND IDENTIFICATION

17. NAME OF PERSON COMPLETING FORM (Print or Type) (CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	DATE MO. DAY YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE) PHONE (AREA CODE, NO. & EXTENSION)

INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

ITEM 1 - Enter the Federal Identification Number assigned to the contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for,"

or

If your business is such that you have not, or will not receive a Federal Employer Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

ITEM 5 - Enter the physical location of the company, include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not just those employees at the facility being awarded the contract.

ITEM 8 - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at only one physical location. Multi-establishment Employer shall include an employer whose business is conducted at more than one location.

ITEM 9 - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

ITEM 10 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 11 - Enter the name of the Public Agency awarding the contract. Include City, State, and Zip Code.

ITEM 12 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Phillippine Islands and Somoa.

ITEM 13 - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 14 - Enter the dates of the payroll period used to prepare the employment data presented in item 12.

ITEM 15 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 16 - If the answer to item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 17 - Print or type the name of the person completing this form. Include the signature, title and date.

ITEM 18 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

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8/04/03

REQUEST FOR PROPOSAL (RFP)
FOR
COLLECTION SERVICES FOR NON-TAX DEBT
FOR
THE DEPARTMENT OF THE TREASURY

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the non-tax debt collection program. DOR utilizes a centralized data system, Revenue Delinquent Invoice (RDI) System, which contains the current accounts receivables for the above-listed agencies.

1.3 Key Events

1.3.1 Questions and Inquiries

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions should be mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Purchase Bureau
Division of Purchase and Property
State of New Jersey
PO BOX 230
Trenton, New Jersey 08625-0230
Attention: Thomas Tighue
Phone: (609) 633-0785
Fax: (609) 292-5170
E-mail: Thomas.Tighue@treas.state.nj.us

1.3.1.1 Cut-Off Date for Questions and Inquiries

A Mandatory Pre-Bid Conference has been scheduled for this procurement, therefore, the cut-off date for submission of questions will be the date of the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted in writing prior to the Mandatory Pre-Bid Conference. Written questions must be delivered to the Purchase Bureau buyer. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.

1.3.1.2 Question Protocol

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions

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<p>given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.</p> <p>1.3.2 Mandatory Site Visit</p> <p>Not applicable to this proposal.</p> <p>1.3.3 Mandatory Pre-Bid Conference</p> <p>A Mandatory Pre-Bid Conference has been scheduled for this procurement. The date, time and location are provided on the conference/site inspection page at the beginning of this document. The inspection page is also referred to as the cover sheet.</p> <p>CAUTION: Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.</p> <p>The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from bidders regarding this RFP.</p> <p>Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized and distributed to attendees as written addendum to the RFP. Answers to deferred questions will also be distributed to attendees as written addendum to this RFP.</p> <p>1.3.4 Document Review Room</p> <p>Not applicable to this procurement.</p> <p>1.4 Additional Information</p> <p>1.4.1 Revisions to this RFP</p> <p>In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:</p> <p>A Mandatory Pre-Bid Conference has been scheduled for this procurement. Any addendum issued before the Mandatory Pre-Bid Conference will be distributed to all bidders who were sent the initial RFP. Any addendum issued at the time of or after the Mandatory Pre-Bid Conference will be distributed only to those bidders represented and properly registered at the Mandatory Pre-Bid Conference.</p> <p>1.4.2 Addendum as a Part of this RFP</p>		

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Any addendum to this RFP shall become part of this RFP and part of any contract resulting from this RFP.			
1.4.3 Issuing Office			
This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.			
1.4.4 Bidder Responsibility			
The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bid proposals are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP.			
1.4.5 Cost Liability			
The State assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submission of bid proposals in response to this RFP.			
1.4.6 Contents of Bid Proposal			
The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.			
All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP with the Purchase Bureau buyer.			
1.4.7 Price Alteration			
Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes may preclude an award being made to the bidder.			
1.4.8 Joint Venture			
If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and, business			

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<p>registration must be supplied for each party to a joint venture.</p> <h2>2.0 DEFINITIONS</h2> <h3>2.1 Definitions</h3> <p>The following definitions shall be part of any contract awarded or order placed as a result of this RFP:</p> <p>Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.</p> <p>Amendment - A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.</p> <p>Bidder - An individual or business entity submitting a bid proposal in response to this RFP.</p> <p>Contingency Rate - Percent of recovery to be retained by the successful contractor.</p> <p>Contract - This RFP, any addendum to this RFP, and the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Award.</p> <p>Contractor - The contractor is the bidder awarded a contract.</p> <p>Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.</p> <p>Division - The Division of Purchase and Property.</p> <p>Evaluation Committee - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.</p> <p>Formal Date Award - The effective date of the contract and work initiation.</p> <p>May - Denotes that which is permissible, not mandatory.</p> <p>Non-Tax Debt - Non-tax debt is debt that is past due more than sixty (60) days for the agencies set forth in this RFP.</p> <p>Project - The undertaking or services that are the subject of this RFP.</p> <p>Request for Proposal (RFP) - This document which establishes the</p>		

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<p>submit data on a quarterly basis, with the exception of the Office of the Public Defender, which submits data on a monthly basis. DOR shall transfer accounts to the contractor at a rate that is practical and reasonable.</p> <p>3.1.1 Utilizing System Configuration</p> <p>DOR will transfer data from the RDI System to the contractor. The contractor shall utilize its own automated system to collect the non-tax debt. The system shall group accounts by debtor and perform other functions that will improve collection of this debt. The State has included the file layouts for each of the programs currently participating in the non-tax debt collection program in ATTACHMENT B which will be distributed at the Mandatory Pre-Bid Conference.</p> <p>3.1.2 Account/Case Information</p> <p>When possible, the State's account/case information will include the following information:</p> <ol style="list-style-type: none"> 1. Name of responsible person or entity 2. Last Known Address information 3. Employer information 4. Telephone number 5. Amount owed 6. Other available information <p>The State will use reasonable commercial efforts to provide the contractor with accurate data; however, the State does not warrant or guarantee the accuracy of the data provided. In the event that data is discovered to be inaccurate and the contractor is unable to obtain accurate data, the contractor shall, depending on the nature of the problem, notify the State Contract Manager within thirty (30) days. If the contractor is capable of obtaining more accurate data, the State Contract Manager is to be notified in order to update the RDI system.</p> <p>3.1.3 Limitations of Data</p> <p>Employer information may be available. Social Security or EIN numbers may not be available. The State will make reasonable commercial efforts to provide the debtor's Social Security Number or Employer Identification Number to the contractor. In certain instances, Social Security Numbers or Employer Identification Numbers provided may not have been verified. In cases where the debtor's Social Security Number or Employer Identification Numbers is either unavailable or inaccurate, the State will permit the contractor's billing invoice to request the Social Security Number or the Employer Identification Number from the debtor.</p>			

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<p>1970, the Dam Safety Act, and the Waterfront Development and Riparian Lands statutes.</p> <p>-Pesticide: Regulates the manufacture, distribution, storage, sale, possession and use of pesticides.</p> <p>-Hazardous Waste: Manages and conducts compliance and enforcement activities directed at ensuring that hazardous waste is collected, stored, transported and disposed of in an environmentally acceptable manner.</p> <p>-Solid Waste: Manages compliance and enforcement activities directed at ensuring that solid waste is collected, transported and disposed of in an environmentally acceptable manner and in a competitive marketplace.</p> <p>-Water: Responsible for providing compliance assistance, conducting/monitoring and investigations and issuance of enforcement actions in support of the water programs.</p> <p>For the programs listed above, DEP bills the violators a minimum of three times. During the billing process, the violators are given an opportunity to appeal the fine/penalty. DEP refers cases to the contractor through the RDI System after the violators have exhausted the entire appeal process or have not responded to any of the three notices. For fines and penalty cases, if the debtor has not responded to the collection agency and a judgment has not previously been entered against the violator, DEP docket judgments and reports the information back to the collection agency for further collection efforts.</p> <p>3.2.3 Department of Banking and Insurance (Unsatisfied Claim and Judgment Fund)</p> <p>The Unsatisfied Claim and Judgment Fund (UCJF) provides a measure of relief for Personal Injury Protection (PIP), Bodily Injury, and Property Damage claims, up to the statutory limits, for qualified victims of New Jersey automobile accidents caused by uninsured motorists. UCJF has obtained liens or judgments for most of its cases. The majority of the PIP cases are not liened or reduced to judgment. However, UCJF may have the contractor obtain liens/judgments for these cases. Interest is assessed on all of the UCJF cases. On a monthly basis, UCJF calculates the interest amounts and transmits an update file to the RDI system. This information will be transferred to the contractor.</p> <p>3.2.4 Department of Community Affairs</p> <p>The Department of Community Affairs (DCA), specifically the Division of Housing and Community Resources, has responsibility for</p>			

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carrying out the Homelessness Prevention Program and the Section 8 Rental Assistance Program.

The Homelessness Prevention Program is a DCA program offered on a one-time basis that makes interest-free loans to homeowners in order to allow them to pay their mortgage payments. The homeowners to pay DCA the loan back over a period of time without interest. Homeowners are required to sign a contract with DCA and receive coupon books and return envelopes from DCA to remit payment. All mortgage loans are secured by liens. The program provides rental assistance. The program also provides mortgage loan assistance to homeowners who are in imminent danger of eviction or foreclosure due to temporary financial problems.

The Section 8 Rental Assistance Program provides rental assistance to low and moderate income tenants. The program pays rent directly to the landlord for those individuals who meet the program's requirements. These clients can be working, on welfare, elderly, disabled, etc. There is no timeframe on the length of participation in the program. Individuals are to pay 30% of the rental fee, and Section 8 pays the balance directly to the landlord. It is DCA's policy not to obtain liens for this debt.

3.2.5 Department of Law and Public Safety, Division of Consumer Affairs

The Division of Consumer Affairs refers to DOR the collection of receivables resulting from the assessment of fines and penalties through the following programs:

Professional Boards, Legalized Games of Chance, Charitable Registration, Consumer Fraud Protection, Controlled Dangerous Substances, Securities, and Weights and Measures. The Division of Consumer Affairs issues Violation Notices (Uniform Penalty Letters) and Administrative Orders, assesses penalties and fines, and resolves cases and oversees remediation through negotiation or through legal action in the Office of Administrative Law, Superior Court of New Jersey, or Municipal Court.

The Division of Consumer Affairs obtains liens or dockets judgments on the fine and penalty cases prior to referring the cases to DOR for collection.

3.2.6 Department of Corrections

The Department of Corrections (DOC), specifically the Central Office Revenue Unit, is responsible for recouping money owed under the Victims of Crime Compensation Program. All of these debtors have been indicted and convicted in a criminal case, sentenced to

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<p>serve time, and served the maximum portion of their time. The DOC refers to these types of cases as "Maxed Offender" cases. Upon conviction, the court assessed various types of financial obligations on the debtor, such as Victims of Crime Compensation Board (VCCB) assessment, Forensic Laboratory fee, Drug Enforcement Demand Reduction (DEDR) penalty, Auto Theft penalty (ATP), and various other fees.</p> <p>The debtors are notified of these obligations a minimum of three times, as listed below:</p> <ol style="list-style-type: none"> 1) The judge and offender both execute the completed Judgment of Conviction (JOC) detailing the fees/assessments imposed by the court. The offender is given a copy of this document after execution. 2) The offender is notified again of these financial obligations upon release from the institution, halfway house, or Intensive Supervision Program (ISP). 3) The offender receives the third notification upon release from parole. <p>If the offender does not make payments or stops making payments to the DOC, the cases are referred to DOR for collection.</p> <h3>3.2.7 Department of Military and Veterans Affairs</h3> <p>The Department of Military and Veterans Affairs (DMAVA), specifically the Division of Veterans Healthcare Services, oversees the operations of the State's long-term care veterans homes and home health care services. This program provides monthly care and maintenance for veterans at three State-operated homes located in Vineland, Menlo Park, and Paramus. Skilled nursing and physician care, along with occupational, physical, and speech therapy, are available. Laundry, barber, and cable television services are made available at an additional cost. DMAVA refers delinquent cases that have been pursued for one year and no payments have been received to the non-tax debt collection program for collection.</p> <h3>3.2.8 Other State Agencies</h3> <p>DOR continually seeks to add new agencies to the non-tax debt collection program. As additional debt is transferred to DOR, DOR will transfer the debt to the contractor for collection activities.</p> <h3>3.3 Non-Tax Debt Requirements</h3> <h4>3.3.1 Debt Procedures</h4> <p>Procedures have been established by DOR. The contractor's standard operating procedures shall be superceded by the DOR's standard operating procedures where they conflict. DOR's existing procedures will be provided to the contractor upon contract award.</p>			

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3.3.2 Inquiries and disputes

If the debtor disputes the amount owed or there are other factors which prevent the contractor from proceeding, the contractor shall, as soon as possible but no later than within twenty-four (24) hours, refer the case to the appropriate State agency for resolution of the dispute via facsimile or e-mail with a copy to DOR. State agency will notify the contractor via e-mail or facsimile with a copy to DOR what action to take or that the dispute has been resolved.

Using Agencies that have supporting documentation of moneys owed to the State will provide this to the contractor at the time of data transfer. For those using agencies that do not have supporting documentation of moneys owed upon award of the contract, the contractor can submit a request for supporting documentation to the using agency with a copy to DOR. The Using Agency will forward the documents via fax or interoffice mail to the contractor.

3.3.3 Adjustments to accounts

The established DOR procedures will govern how the contractor will proceed with a debtor's offer to negotiate receivables. However, if the contractor receives an unsolicited offer of compromise or forgiveness of receivables from a debtor, the contractor shall as soon as possible, but no later than within twenty-four (24) hours, communicate the offer received to the State agency via facsimile or e-mail with a copy to the State Contract Manager. The appropriate State agency will notify the contractor via facsimile or e-mail, with copy to DOR, what action to take.

3.3.4 Litigation Service Requirements

In the event that the State directs the contractor to engage in litigation to collect second referral debt, and the contractor determines to subcontract with attorneys, the contractor may subcontract with attorneys appointed in accordance with N.J.S.A. 52:17A-13. The Division of Revenue will provide a list of firms that have been appointed in accordance with the statute to the contractor. The type of litigation activity that the State may direct the contractor and appointed lawyers to undertake could be wage garnishments, information subpoenas, and order of execution, etc. to collect debts.

The contractor bears the prime responsibility for the operation of the program. Such law firms shall be subcontractors to the contractor.

The contractor must use approved law firms. The bidder does not have to identify the firms it will employ in its bid proposal. The selection can be made at a later date. For the purpose of preparing

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<p>the price lines in Section 8 below, the bidder shall assume a rate of \$130.00 per hour as compensation to be paid to the law firms.</p> <p>Collection activity shall be managed by the contractor's collection system. Any law firms subcontracted by the contractor shall be required to accept and transmit account information data from and to the contractor's collection system in an acceptable format. The contractor shall be responsible for ensuring that its system and the law firm's systems are synchronized and contain the same data. This process shall allow the contractor to closely monitor the progress of cases referred to the law firm.</p> <p>3.3.4.1 Case Processing Requirements - Law Firms</p> <p>The contractor, if it determines to subcontract with attorneys, shall be responsible for assigning second referral debt to one of the law firms on the list to be provided by the Division of Revenue. All second referral debt for an individual, regardless of the type of debt, shall be assigned to one law firm only to avoid multiple law firm collection efforts and confusion to the debtor.</p> <p>The law firm shall place the assigned records on its computer system.</p> <p>The contractor or its appointed lawyers shall proceed with pre-defined collection efforts such as mailing information subpoenas, special collection notices, telephone calls, and filing necessary court documents to effect asset seizure. It shall be the responsibility of the contractor to prepare or be sure that the appointed lawyers prepare the necessary documentation for the local sheriff for notification to the individual of any court action, such as a bank levy or wage garnishment.</p> <p>The contractor or any appointed attorneys shall not proceed against the real estate of the debtor or against the estate of a deceased debtor, unless directed to do so by the State Contract Manager.</p> <p>Once a case has been assigned to litigation, the contractor shall still be responsible for monitoring all judgment and payment activity whether the litigation is being handled by the contractor or appointed attorneys.</p> <p>If a debtor files a petition in bankruptcy, which lists the second referral debt among his/her debts, upon presentation of appropriate proofs, any appointed attorneys shall be required to return the case to the contractor for appropriate handling. The contractor and any appointed attorneys shall be responsible for any violation of the automatic stay following the filing of a petition by a debtor. The contractor is not entitled to any fee on any money that must be returned to the debtor.</p>			

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<p>The contractor or any appointed attorneys shall be responsible to deposit on a daily basis all monies collected into a State of New Jersey General Treasury Account. The deposit shall be the gross amount of the payment. Upon receipt of payment by any appointed attorneys, payment data shall be transmitted to the contractor. It shall be the contractor's responsibility to reconcile the daily deposits using approved DOR and contractor procedures.</p> <p>The contractor shall invoice the DOR monthly with appropriate documentation, which is subject to audit. The contractor is responsible for paying any appointed attorneys from this amount based on the agreement between the contractor and the appointed attorneys.</p> <p>The contractor will also pay the following costs directly and provide documentation of payment to DOR. DOR will reimbursement these costs during the contractor's normal billing cycle.</p> <p>Certified mailings - (a) a maximum of two (2) per debtor; (b) Sheriff's fees and mileage charges; and (c) Court costs.</p> <p>These fees shall be added to the individual's debt.</p> <p>3.3.5 Direct Payments</p> <p>The contractor will be notified by DOR or the appropriate State agency of all direct payments and any other adjustments made on those accounts which have been transferred to the contractor. Notification shall be by File Transfer Protocol (FTP) or other type of electronically compatible medium, and shall indicate the status of such payments. The State Contract Manager and the contractor shall cooperatively develop special instructions for direct payments. Whenever possible, DOR or the appropriate State agency shall transmit any accompanying correspondence from the debtor to the contractor. Once the debt is assigned to the contractor, the contractor will earn the commission upon collection of the debt. However, no commission or contingency fee will be paid on funds collected through the Set-off of Individual Liability Program as set forth in RFP Section 3.11 below.</p> <p>3.4 Collection Requirements</p> <p>3.4.1 Collection Processing Requirements</p> <p>The State is aware of a practice in the collection industry in which collectors expend the majority of their time and efforts in the collection of receivables which may be more easily and readily collectible, to the exclusion of receivables which may be viewed as more difficult or time consuming to collect. This industry practice is called "creaming." DOR requires the contractor to work all cases which are referred for collection. (See also RFP Section 4.4.2.7.1 (1).</p>			

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The contractor shall obtain prior written approval from the State Contract Manager for use of all forms and letters, collection workflows, and telephone scripts to be used by the contractor for the services outlined in this contract. No forms, letters, collection workflows, or telephone scripts shall be altered without the approval of the State Contract Manager.

The contractor shall research all accounts for a current address and telephone number if one was not supplied, either has been found to have changed or if the one supplied is incorrect. The contractor shall attempt to contact the debtor at least once every thirty (30) days. These contacts shall include telephone calls or direct mailings. The contractor shall perform the skip tracing procedures account delineated in its bid proposal on each account.

The contractor shall send to a debtor a direct mailing notice, which will, at a minimum, contain the following information:

1. The contractor is making the contact as the State's collection agent;
2. The period(s) and the statute under which the debt was incurred;
3. The amount due;
4. The name, title, address, and telephone number of the contractor's employee who will handle any questions to be posed by the debtor;
5. The contractor's hours of operation;
6. The deadline for responding to this notice and the consequences of non-response; and
7. The debtor's right to appeal.

Other contractor's responsibilities will include: preparing and generating notices for the collection of payments (both on a routine basis and upon DOR's request); making telephone calls; arranging and maintaining payment plans; processing payments; and possibly for certain programs, preparing Certificates of Debt and Warrants of Satisfaction.

3.4.2 Certificates of Debt and Warrants of Satisfaction

At this time, the non-tax debt program does not require the contractor to obtain Certificates of Debt or Warrants of Satisfaction. The majority of the agencies currently participating in the program are responsible for obtaining Certificates of Debt and issuing Warrants of Satisfaction. However, this issue may arise in the future. Therefore,

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<p>the contractor shall have the capability to transfer any required data either directly to the Superior Court Clerk in Trenton or to the State for transmission to the Superior Court Clerk's office in Trenton. The data for transfer will be provided to the contractor. The data would include debtor's name, debtor's address, etc.</p> <p>The State shall satisfy all judgments which have been discharged by the debtors. The contractor shall not induce a debtor to pay a receivable upon a false promise or assurance that a judgment will be satisfied, nor is the State bound by representations made by a contractor to a debtor that a judgment will be satisfied. The contractor shall not file any documents with any court or other entity which purport to satisfy a judgment on behalf of the State or any third party on whose behalf receivables have been collected without State approval.</p> <p>3.4.3 Payment Plans</p> <p>3.4.3.1 The contractor may enter into installment agreements with debtors provided the installment agreement complies with the applicable Agency/Departmental procedures and State guidelines. Guidelines may include procedures for filing a Certificate of Debt to secure the debt, dollar thresholds, time limits, and written agreements.</p> <p>3.4.3.2 All payment agreements shall contain language that the existence of payment agreements and/or compliance with the payment agreement shall not preclude the State from continuing to use State and Federal tax setoff procedures, or any other State tool that may be used to enforce payment of State debt.</p> <p>3.4.3.3 The contractor shall comply with all applicable State and Federal laws when entering into any payment agreement.</p> <p>3.4.3.4 The contractor must provide a written summary of payments received from any debtor that makes such a request in writing. For non-tax debt debtors with specific questions relating to the reasons for amount of the debt charged, the debtor must be referred in writing to the appropriate State agency with a copy to DOR.</p> <p>3.4.4 Notices of Complaints and Referrals</p> <p>The contractor shall, within twenty-four (24) hours, notify the State Contract Manager upon receipt of an actual or constructive notice of a written or oral complaint against the contractor with regard to its collection practices concerning the collection of receivables subject to this contract. The contractor shall notify the State Contract Manager of any complaint, regardless of whether the complaint is made by a debtor or a third party on behalf of a debtor or by any other third party.</p>			

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The contractor shall refer to the State Contract Manager, within twenty-four (24) hours, all other types of referrals received including, but not limited to, correspondence, telephone inquiries, or any other types of communication received by the contractor from an elected official, State or Federal agency, media representative, attorney or any other type of private concern. Replies may be jointly coordinated.

3.4.5 Name and Address Changes

The contractor will make name and address changes either upon presentation of appropriate proofs or instruct the debtor to contact the appropriate State agency depending on the legal requirements of each type of debt. When a debtor's address is located, the contractor shall transfer the updated telephone number, address, and any other pertinent information to DOR and the appropriate State agency. All changes received by the contractor shall be reported to DOR and the appropriate State agency on a daily basis. Currently, DOR manually provides the required changes to the contractor to update its system. It is anticipated that the RDI will be able to electronically accept these changes from the contractor in the near future.

3.4.6 Processing and the Deposit of Funds

The contractor shall:

1. Instruct debtors to make checks, money orders, etc., payable to the Treasurer, State of New Jersey
2. Process the checks on a daily basis
3. Verify the payments
4. Appropriately record the payment to the receivable
5. Update all accounts, including interest and penalty calculations if necessary
6. Deposit the checks, money orders, etc. daily into an account authorized by the Treasurer, State of New Jersey

The contractor is required to deposit all remittances daily into a State of New Jersey bank account designated by the State. The contractor is required to deposit all remittances within twenty-four (24) hours of receipt. The contractor must also supply an e-mail message to the State Contract Manager stating the date and amount of each deposit by the end of the working day in which the collection was made. On a daily basis, the contractor shall provide in an electronic file format all supporting documentation, i.e., account or case number, account name, date of receipt, total amount collected, amount remitted for each debtor, and other information that may be requested by the State.

3.5 Contractor Personnel Requirements

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3.5.1 Organization

The contractor shall provide to the State Contract Manager on a monthly basis a detailed table of organization or list showing all employees by name and title assigned to the contract. The contractor shall also inform the State Contract Manager of new hires, leaves of absence, and terminations on a daily basis.

The contractor will provide competent and trained staff to ensure that an adequate number of competent collection personnel are available to provide service to the State on an uninterrupted basis throughout the term of this contract and any extension thereof. Integral to meeting this requirement is active management of the staff and ongoing training.

3.5.2 Training/Staffing

The contractor shall be responsible for training its staff in the proper procedures for communicating with the public and performing collections. The contractor is responsible to know of the various laws pursuant to which the debt was incurred, and the various due process remedies available to the debtors. DOR will coordinate with the other State agencies to provide the contractor with the basic training and required information to train its employees on the laws, policies and procedures.

The contractor shall, within thirty (30) days of the inception date of the contract, train appropriate DOR staff regarding the use of any databases that may be developed for information transfer and use of the contractor's computer system and reports provided by the contractor, as deemed necessary by the State. Computer equipment, including databases (if any) necessary for information transfer and the contractor's access to these databases shall be operative at the time of training. The contractor's training plans must be submitted and approved by the State Contract Manager.

The contractor shall, upon request, provide the State Contract Manager with a resume or employment application of any member of its staff or a subcontractor's staff assigned to or proposed to be assigned to any aspect of the performance of this contract within twenty-four (24) hours of the State Contract Manager's request.

In the event the State experiences a reduction in workforce as a result of the award of this contract the contractor may, but is not required, to interview or to hire State employees who are subject to reduction in workforce and who may be interested in pursuing employment opportunities with the contractor.

3.5.3 Contractor Employee Misconduct

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<p>The contractor shall notify the State Contract Manager as soon as possible, but no later than within twenty-four (24) hours, of cases in which misconduct or fraud is suspected of any employee or subcontractor's employee.</p> <p>3.5.4 Confidentiality</p> <p>The contractor shall have all of its employees assigned to the contract execute confidentiality agreements incorporating State and Federal laws, including the Federal and State document review and confidentiality laws, and the State Code of Ethics, before gaining access to case information. The contractor shall provide the original to the State Contract Manager and maintain an up-to-date file of these signed confidentiality agreements. A sample copy of the agreement is shown in ATTACHMENT D.</p> <p>The State reserves the right to inspect the systems and procedures of the contractor to ensure that the contractor and its employees are adhering to the Federal and State confidentiality laws.</p> <p>All employees of the contractor shall be made aware that under the terms of the Fair Debt Collection Practices Act (Title VIII) and the terms of this contract that it is prohibited for any employee or former employee to divulge, disclose or use for personal advantage any information obtained from DOR or other Agency records and files. Misuse or disclosure of such information without prior written consent shall constitute a breach of confidentiality, which may result in criminal charges, civil action, and/or termination of employment.</p> <p>3.6 Data Processing Requirements</p> <p>The contractor shall provide, at its own expense, the following:</p> <ol style="list-style-type: none"> 1. Computer System (hardware and software, printers, modems, etc.), including maintenance, repair, all monthly charges for data storage, CPU usage, connectivity, etc., or replacement of any and all of the equipment necessary to provide service to the State. 2. The contractor must lease, own, or have access to secure computer facilities capable of: <ul style="list-style-type: none"> - Accepting, processing and reporting accounts via FTP or another type of electronically compatible format to DOR; - Canceling accounts by FTP or another type of electronically compatible format; - Accepting and transmitting adjustments, updates and changes to accounts via FTP or another type of electronically compatible format; 			

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<p>- Charging interest on accounts on a timely basis when required by DOR's directives. Interest charges may be electronically transmitted to the contractor's system. There may be different interest charges for each type of debt.</p> <p>- Maintaining a segregation of account components such as penalty and interest, cost of collection fees, and the State's insufficient check fee (NSF), etc.;</p> <p>- Reporting payments received by the contractor by account via FTP or another type of electronically compatible format; and</p> <p>- Closing accounts by FTP or another type of electronically compatible format.</p> <p>3. The contractor shall also have the capability to perform ad hoc reporting.</p> <p>3.6.1 Interface Requirements</p> <p>The contractor shall accept and transmit records of account information from and to DOR by FTP or another type of electronically compatible format. The contractor must maintain a system which is electronically compatible with DOR's requirements and which can interface with DOR's RDI system. In the event DOR acquires new software which requires the contractor to change transmission protocols, data contents or data formats, the contractor may request reimbursement for the actual costs incurred. Any such request for reimbursement must be documented in advance and pre-approved by the Director, Division of Purchase and Property.</p> <p>3.7 Management Report Requirements</p> <p>The contractor shall submit monthly reports, which will include the information listed below. The reports shall provide subtotals by type of debt and total of all debt. At the beginning of each month, the contractor shall furnish the State Contract Manager and other designated State agency staff with a summary and analysis of the collection activities for the preceding month to assist the State's evaluation of the progress of performance under the contract.</p> <p>The contractor shall also submit fiscal year annual reports by type of debt. Annual reports should compile all of the information mandated in the monthly reports.</p> <p>The monthly report shall, at a minimum, contain (Note: "total amount" shall be the number of cases; "aggregate value" shall be the total monetary value):</p> <p>1. List of debtors being processed by the contractor by name or</p>			

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STATE OF NEW JERSEY
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identification number, dollar amount referred/returned, dollar amount collected, current amount owed, date of referral/return;

2. The total number and aggregate value of accounts referred and returned for the month, placed for the State's fiscal year, and placed during the contract period to date;

3. Frequency of billing and date of billing for each transmitted account;

4. Total amount of mailings and aggregate value of accounts billed, and total amount of mailings and aggregate value of returned billings;

5. The gross collections for each account referred for the month, for the State's fiscal year, and during the contract period to date;

6. The total amount and aggregate value of adjustments placed during the month;

7. The total amount and aggregate value of closed, canceled, and returned accounts for each referral, for the month, for the State's fiscal year, and during the contract period to date;

8. The total amount and aggregate value of accounts affected by SOIL payments.

9. The total amount of Certificates of Debt filed by the contractor, or by chosen special counsel from the DOR-provided list;

10. The total amount and aggregate value of accounts subject to by payment plans;

11. The total amount and aggregate uncollected value of the current inventory of accounts;

12. Amount and aggregate value of referred accounts totally collected;

13. Amount and aggregate value of referred/returned accounts partially collected;

14. Amount and aggregate value of returned accounts uncollected;

15. Amount of and aggregate value of referred accounts not yet returned to DOR;

16. Recovery rate (percentage based on total accounts referred to the contractor over the total amount collected) of referred/returned accounts for each participating department/program;

17. Type of fee collected within each of the participating

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<p>departments/programs, (for example, Department of Community Affairs: Section 8 Rental Assistance - Landlord, Tenant Fraud, Damage and Vacancy; Division of Consumer Affairs: Office of Consumer Protection, Board of Dentistry and Board of Accountancy);</p> <p>18. The total amount, aggregate value, and amount collected on all payment agreements made with the debtor to repay the debt;</p> <p>19. Uncollectible accounts, broken out on the report by reason (i.e., bankruptcy, incarcerated, deceased, public assistance recipient, etc.);</p> <p>20. Bankruptcy and legal actions taken on each account and the dates of such actions;</p> <p>21. Payments received - All payments that were received for the month and justification for contractor's fee to DOR;</p> <p>(a) Detail shall include: name, address, identification number, original amount billed, payment received, current amount owed, percentage due contractor, contingency fee amount to be paid to contractor;</p> <p>(b) Summary shall include: total amount collected, total amount due contractor, performance ratio = total amount collected for month/total billable amount X 100, total fees charged by contractor.</p> <p>22. Aging reports for cases and types of debt within each of the participating departments/programs, (for example, Department of Community Affairs: Section 8 Rental Assistance - Landlord, Tenant Fraud, Damage and Vacancy; Division of Consumer Affairs: Office of Consumer Protection, Board of Dentistry and Board of Accountancy);</p> <p>23. Reports detailing adjustments made to accounts by case;</p> <p>24. Payment reports required to reconcile and resolve any discrepancies between the contractor's system and the State's RDI and/or accounting systems;</p> <p>25. Revenue estimates for the various departments participating in the Non-Tax Debt Program for annual budget purposes; and</p> <p>26. Any other information identified after the contract has been implemented.</p> <p>Upon DOR's request, the contractor must be able to provide a report listing, but not limited to, the following information: actions taken and events which occurred on referred cases as a result of telephone calls, letters, or other attempts to locate the debtor; verification of the debtor address, telephone number, social security number and</p>			

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employment; all attempts to collect the debt; etc.

The contractor shall provide all reports which may be required by the State. The contractor shall provide all reports at no additional charge to the State. All reports must be submitted in an automated fashion to DOR in a format which is compatible with DOR's systems. Presently DOR utilizes Windows 98 and Microsoft Office 2000 products.

3.8 Data Processing Equipment

The contractor shall have a data processing system which ensures that each of its collectors has the ability to access the contractor's collection system. The contractor must also provide skip-tracing capabilities when a bad telephone number or address is found.

3.9 Imaging System

Not applicable to this proposal.

3.10 Tape De-Magnetizing Unit

Not applicable to this proposal.

3.11 Set-off of Individual Liability Program (SOIL)

The contractor's system shall have the ability to exchange information regarding accounts referred to the contractor affected by SOIL payments. The contractor's system must credit payments from the SOIL program using FTP or another type of electronically compatible format.

3.12 Date Data Requirements

The contractor represents and warrants that its data processing system will function without error or interruption related to date data, specifically including errors or interruptions from functions which may involve date data for more than one century. Date data refers to any data or input which includes an indication of or a reference to a date. All date data output and results, (whether received from users, systems, applications or other sources) must include an indication of the century.

3.13 Disaster Recovery Plan

The contractor shall have and maintain a disaster recovery plan to protect the State's receivables and the confidentiality of the information contained therein. The contractor shall propose an off site storage location and plan for daily backup of data.

3.14 Other Equipment and Service Requirements

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The contractor shall have the following equipment and provide the following services. All equipment must be in good working order. The contractor shall have a sufficient amount of equipment to accomplish the tasks set forth in this RFP. DOR reserves the right to have the contractor, at the contractor's expense, replace existing equipment or add to its existing equipment when the State Contract Manager finds it to be necessary. This list is not meant to be exhaustive, and therefore, the bidder is encouraged to specify additional equipment and/or services that provide the most effective and efficient collection of receivables. The equipment and services required to be provided are:

1. Shredding Machine on its premises to shred State office materials;
2. Copy Machines;
3. Facsimile Machines; and
4. Facilities and Furniture.

The contractor shall provide space in its office for one (1) full-time DOR employee to spend one (1) day a week to respond to questions or assist in resolving problems and/or disputes, and to monitor the overall process.

3.15 Telecommunications Equipment

The contractor shall have at least one nation-wide toll free telephone number that the State and the debtors can use. The contractor shall also have the following: Automated Call Distributor System, Predictive Dialer System, and Automated Voice Response System to accept credit card payments via the telephone. The contractor may back up the Automated Voice Response System with personnel to accept credit card payments.

3.16 Credit Card Services

The contractor shall accept and process credit card payments via telephone for Visa, MasterCard, Discover, and American Express. The contractor is responsible for payment of the merchant's fee. The cost for this service must be included in the overall price quoted in the bidder's bid proposal.

3.17 Check By Phone

The contractor shall accept and process checks via telephone per DOR guidelines, which are provided in ATTACHMENT E.

3.18 Electronic Fund Transfer

The contractor shall have the ability to accept electronic payments from debtors. The cost for this service must be included in the

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<p>overall price quoted in the bidder's proposal.</p> <p>3.19 Bank Deposit Services</p> <p>The contractor shall provide daily courier service or equivalent to the State's bank. All receipts must be deposited in the State's bank account within twenty-four (24) hours.</p> <p>3.20 Mailing Costs</p> <p>The contractor shall be responsible for all costs for post office boxes, regular, overnight, and certified mail required for the responsibilities set forth in this RFP. The only exception to this is for cases that are referred to law firms. The law firms shall only be reimbursed for a maximum of two (2) certified mailings per debtor (See RFP Section 3.3.4.1). If a courier is required, the contractor shall also absorb all costs for courier services.</p> <p>3.21 Copying Services</p> <p>The contractor shall be responsible for providing copies of documents to debtors or the State at no additional cost.</p> <p>3.22 Data Conversion Services</p> <p>The contractor will not be responsible for developing acceptable processes and procedures to convert State Agency's manual collection records to the contractor's collection system. The various State agencies will submit their records in the required RDI record layout and the RDI system will then transfer the records to the contractor's system via FTP or another type of electronically compatible format.</p> <p>3.23 Hours of Operation</p> <p>The contractor shall operate at a minimum five (5) days per week: Monday through Friday. Hours of operation shall be from 8:00 a.m. - 9:00 p.m. There should be no debtor contact on Sunday. However, the contractor is required to provide access for the debtor to make payments via the Interactive Voice System (IVS) after normal working hours and on Sundays.</p> <p>3.24 Maintenance of Policy and Procedures Manual</p> <p>The contractor is responsible for the documentation and maintenance of policies and procedures that have been implemented by DOR and the contractor. These policies and procedures govern activities such as the collection of receivables; customer service; administration and support; and coordination of responsibilities between the contractor, DOR and the other State agencies.</p>			

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3.25 Information Research Services

The contractor is responsible for all costs associated with securing information regarding debtors. The costs for these services must be included in the overall price quoted in the bidder's bid proposal.

3.26 Distribution and Placement of Cases

DOR shall, at its sole discretion, refer accounts to the contractor for collection in such amounts and in such formats, as the DOR chooses. The contractor shall be responsible for monitoring all judgment and payment related activities. Accounts which do not have collection activity (payments) over 12 months after assignment shall be returned to DOR. Upon closing the account, the contractor will transmit the following information to the State: account identification, reason for closure, an indicator if the address or telephone number has been updated and any information found regarding assets, current employers, bankruptcy, etc. DOR reserves the right to withdraw any case from the contractor at any time.

At the start of each contract, existing outstanding DOR receivable accounts will be transferred to the contractor. Determination of the amount and types of cases referred to the contractor shall be discussed with the contractor in advance. The amount and types of receivables listed in this RFP are for information purposes only and do not represent a guarantee that the contractor will have the opportunity to collect receivables on behalf of the State in the amounts or types of receivables listed.

3.27 Case Assignments

The contractor must accept all case assignments unless the State agrees otherwise. The contractor must notify DOR within five (5) working days of its receipt of transferred account(s) or case(s). The contractor must begin collection activities, documenting actions taken, and monitoring payments received on the transferred accounts within thirty (30) days of receipt, unless approval is given by DOR for additional time.

Collection efforts must be made without regard to the age, amount, location or any other factor of the debt. DOR will provide specific guidelines. The contractor may contact persons directly for information regarding a debtor, including the custodial parent provided the contractor complies with all State and Federal laws regulating the collection of various types of State debt.

DOR shall provide updated client information and new referrals according to a mutually agreed upon time frame.

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<p>The contractor must have nationwide resources to "skip trace" and effect collection of accounts referred, including the ability to seek legal remedies.</p> <p>If the contractor receives notification that a debtor has filed a bankruptcy petition, the contractor shall cease collection activity and forward, via facsimile transmission, the information to the State Contract Manager within twenty-four (24) hours after receipt of written notice. The account file shall be returned to DOR unless otherwise directed by the State Contract Manager.</p> <p>The contractor will be informed how the receivables were calculated. In the event clarification is required from the debtor, the contractor will prepare a dispute resolution form for questions or disputes regarding the amount or the cause of the receivables. The contractor will then refer it to the appropriate State agency via facsimile transmission or e-mail, with a copy to DOR. The State agency will be responsible for explaining the cause of the debt and how the debt was calculated by returning the dispute resolution form via e-mail to the contractor with a copy to DOR.</p> <p>The contractor shall provide continual collection services for a period of twelve (12) months unless one of the following situations occurs. The collection agency must transmit a code back to the RDI System indicating:</p> <ol style="list-style-type: none"> 1. The obligation owed by the debtor has been paid in full; 2. The case was referred in error; 3. The debtor has died and the search for available assets has been exhausted. This recall shall be dependent upon the statute under which the debt was incurred; 4. The receivable amount on the case has been incorrectly calculated by the State; 5. The receivable/case becomes involved in litigation (this involves any situation that may occur where the State must pull back the case from the collection agency and handle the litigation process itself); 6. The case becomes involved in administrative appeal; 7. The debtor has filed for bankruptcy and the law requires legal action to be performed by the Attorney General's Office; 8. The court ordered obligation is in abeyance; 9. The State Contract Manager may request, either by fax or telephone call, for the contractor to return a case and discontinue collection and/or locate efforts. When this occurs, the contractor must make every effort to discontinue activity as soon as possible, but no later than two (2) working days of notification; 10. Appropriate documentation is obtained by the State to take legal action; 11. If the contractor is unsuccessful in effecting collection of an account after a twelve (12) month period, the account, along with a complete history of the collection effort, may be recalled by the 				

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<p>State Contract Manager for further action; and</p> <p>12. Recommitment of the debtor to a correctional institution or reversal of criminal conviction.</p> <p>Depending upon the collection history during the case assignment, an account may be placed again with the contractor for collection for six (6) additional months. An account may be recalled if the conditions described above are encountered. If no collection success has been achieved in the additional six (6) month period, the account shall be returned to the State Contract Manager along with a complete history of the collection effort for further processing.</p> <p>The State will pay commission/contingency fee on all funds collected by the contractor. However, the State will not pay the contractor's commission in the following instances:</p> <ol style="list-style-type: none"> 1. No commission shall be paid on any monies collected twelve (12) months after the termination of the contract. 2. No commission shall be paid on monies collected after the account has been returned to the State Contract Manager and/or the appropriate State agency, except where it can be proven that the money was received as a result of the collection agency's efforts. 3. In any case where an account has been assigned to the contractor and DOR and/or the appropriate State agency adjusts the amount of the account, the fee generated by the contractor for services rendered will be calculated on the adjusted amount and not on the original amount. 4. In any case where an account has been assigned to the contractor, and that account becomes the subject of a bankruptcy, reorganization, State insolvency, receivership, probate or other proceeding, the contractor shall immediately refer the case back to DOR and/or the appropriate State agency. No additional fee shall be paid on the remaining balance. 5. In any non-tax debt case referred to litigation where a debtor presents a petition in bankruptcy which lists the non-tax debt among his/her debts, upon presentation of appropriate proofs, the law firm shall be required to return the case to the contractor for handling. The contractor and the law firm shall be responsible for any violation of the automatic stay following the filing of a petition by a debtor and are not entitled to any contingent fee on any money that must be returned to the debtor. 6. In any case where an account has been assigned to the contractor and the contractor has not made any collections within twelve (12) months of the assignment or any period following the assignment, the account shall be returned to DOR and/or the appropriate State agency. No commission will be paid on money collected by the State following the return of the account to DOR and/or the appropriate State agency. 7. All fines collected by the State through the Set-off of Individual Liability (SOIL) Program (N.J.S.A, 54A:8.1). DOR shall notify the contractor of the amount of the set-off. Monies collected under this 				

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<p>program are not subject to payment of contingency fees; therefore, the contractor shall not be entitled to a contingency fee on any such set-off.</p> <p>8. Cases in which a payment is received from a receivable offset or intercept, license sanction, administrative levy (when the asset is identified by the State prior to contractor identification), income withholding (when the employer is identified by the State prior to contractor identification), or any other electronic intercept or information identified by the State prior to notification by the contractor. In the event information on assets or an employer is located by the State and the contractor also locates the same information on the same day, the contractor will receive credit for collections resulting from this data.</p> <p>9. Cases in which the checks paid by the debtors are returned by the contract for insufficient funds, it shall be the responsibility of the contractor to recover the funds and the State's insufficient funds (NSF) fee where permitted by statute, from the debtor. Credit for such a payment will be reversed on subsequent payment invoices to DOR.</p> <p>10. Cases in which assets exist but the contractor is unable to collect any of the amounts due.</p> <p>11. The uncollected portion of an account/case where collection action is suspended either temporarily or permanently by written notification from DOR or the appropriate State agency.</p> <p>12. Amounts by which an account balance is reduced as a result of an abatement or balance correction made by DOR or the appropriate State agency either on its own or in response to an action taken by the debtor to DOR.</p> <p>13. Payments posted after the filing of or received from a bankruptcy unless the contractor through a court appearance was responsible for confirming and securing the State's right of payment in the bankruptcy case.</p> <p>14. Payments received by DOR prior to the date the account was referred to contractor.</p> <p>3.28 Contract Management and Administration</p> <p>DOR shall administer this contract for the State of New Jersey and appoint a person who shall serve as the State Contract Manager. The State Contract Manager shall be responsible for all matters relating to this contract. Whenever DOR is required by the terms of this contract to provide written notice to the contractor, such notice shall be signed by the State Contract Manager, or, in the case of that individual's absence or inability to act, by the Director, Deputy Director, or Assistant Director of DOR.</p> <p>The State Contract Manager must approve all monthly collection reports before they are forwarded to the Assistant Director for formal acceptance.</p> <p>The State Contract Manager will monitor the progress of all tasks and</p>				

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<p>sub-tasks against the contractor work plan and any task schedule submitted by the contractor. The contractor shall maintain and update its work plan/task schedule on a monthly basis to reflect current completion status and dates.</p> <p>The State Contract Manager will act as liaison between DOR, the affected State agencies, and the contractor. The State Contract Manager will act as the primary point of contact on all contractual issues between DOR and the contractor. The State Contract Manager's responsibilities include:</p> <ol style="list-style-type: none"> 1. Monitoring the progress of the contractor and providing the affected State agencies with information regarding the technical requirements and limitations of the contractor; 2. Monitoring the performance of and providing the contractor with advice regarding technical requirements and limitations of the affected State agencies; 3. Allocating State agency receivables to the contractor through the use of an automated program; 4. Receiving and reviewing all contractor monthly collection reports, and certifying acceptance of work completed in support of contractor's request for payment; 5. Informing the Director, Deputy Director, or Assistant Director of DOR of issues or disputes within the scope of the contract; 6. Working with the contractor to resolve disputes; 7. Maintaining first-line responsibility for providing overall project direction and contract management and administration; 8. Chairing status meetings; 9. Supervising transition from the current contract to the newly awarded contract; and 10. Other duties as required. <p>The State Contract Manager will facilitate answers to questions regarding policy and procedures and refer the contractor to appropriate DOR personnel, if necessary.</p> <h3>3.29 Meetings</h3> <p>The contractor shall, at its sole cost and expense, including travel expenses, meet with the State Contract Manager and representatives of the appropriate State agencies weekly during contract implementation,</p>		

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and at least once each quarter during the contract term, and/or as deemed necessary by the State.

3.30 Inspections

The contractor shall permit the State Contract Manager and other State officials, reasonable access to the contractor's collection facility with or without notice to the contractor, for the purpose of observing, auditing, or inspecting the contractor's collection activities.

3.31 Withholding Information

The contractor shall not enter into any formal or informal agreements or contracts with debtors, their agents or representatives to withhold information from the State that would permit the State or the contractor to more effectively or efficiently collect a receivable owed to the State. Failure to comply with this requirement may result in termination of this contract by the Director of Purchase and Property pursuant to Section 3.5 of the RFP's Standard Terms and Conditions and the issue may referred to the Attorney General's Office.

3.32 Registration

The contractor shall be a New Jersey registered collection agency (N.J.S.A. 45:18-1 et seq.).

3.33 Tax Law Compliance

This section supplements Section 1.7 of the Standard Terms and Conditions. This RFP is expressly conditioned upon the contractor being, and at all times remaining in full compliance with all Federal and New Jersey laws, including Public Law 2001, Chapter 134, N.J.S.A. 52:32-44, N.J.S.A. 5:12-92, and N.J.S.A. 54: 52-20. The State reserves the right to conduct tax law compliance checks to determine that the contractor is in compliance with all Federal and State of New Jersey tax laws. In the event that the State determines that the contractor is not in compliance, the contract may be terminated by the Director of Purchase and Property pursuant to Section 3.5 of the Standard Terms and Conditions and the issue may be referred to the Attorney General's Office.

3.34 Professional Standards

The contractor shall be responsible for all collection activity in a professional manner and must comply with the Federal Fair Debt Collection Practices Act (15 U.S.C., Section 1692 et seq.) (P.L. 95-109), N.J.S.A. 45:18-1 et seq., and all applicable State statutes and regulations. The contractor shall act in compliance with the code

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failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 Proposal Content

The bid proposal should be submitted in one volume and that volume divided into four (4) Sections as follows:

4.4.1 Section 1 - Forms

4.4.1.1 Ownership Disclosure Form

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompanying the bid. Failure to do so will preclude the award of the contract.

4.4.1.2 MacBride Principles Certification

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another bidder.

4.4.1.3 Affirmative Action

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

4.4.1.4 Set-Aside Contracts

Not applicable to this procurement.

4.4.1.5 Bid Bond

Not applicable to this procurement.

4.4.2 Section 2 - Technical Proposal

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least

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management system.

4.4.2.7.8 The bidder shall address in its proposal the manner in which money will be collected and deposited, recorded, posted, and transmitted utilizing different methods of recording payment information (e.g., whether manual or automated payment posting utilizing data entry or invoicing for remittance processing; whether pick-up or delivery of daily deposits to the bank; whether recording receipts when received for immediate update of accounts or sending daily receipts to an accounting office for data entry and reporting.

4.4.2.7.9 The bidder shall address in its proposal the capability of its case management system to generate notices and bills for non-tax debt.

4.4.2.7.10 The bidder shall address in its proposal a description of its capabilities to perform the following:

- (a) handle a large volume of work with sufficient internal controls;
- (b) collect large and small balance accounts;
- (c) collect accounts without generating complaints; and
- (d) refer accounts to litigation. The bidder must describe its proposed procedures to refer accounts to litigation.

4.4.3 Section 3 - Organizational Support and Experience

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

4.4.3.1 Location

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact. A location convenient to the offices in Trenton is preferred but not mandated.

4.4.3.2 Organization Chart (Contract Specific)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.3.3 Resumes

Detailed resumes should be submitted for all management, supervisory

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and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should clearly identify previous experience in completing similar contracts. Beginning and ending dates should be given for each similar contract. A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP. With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

In the event the bidder must hire or otherwise engage management, supervisory and/or key personnel if awarded the contract, the bidder should include a recruitment plan for such personnel. Such recruitment plan should demonstrate that the bidder will be able to initiate and complete the contract within the time frame required by this RFP.

4.4.3.4 Backup Staff

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or must be replaced during the contract term.

4.4.3.5 Organization Chart (Entire Firm)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned the contract to the bidder's overall organizational structure.

4.4.3.6 Experience of Bidder on Contracts of Similar Size and Scope

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to those required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the name

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Rates quoted must be firm through issuance of the contract.

The bidder must submit all requested pricing information on the pricing form located in Section 8 of this RFP. Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. The bidder should also include any supporting information related to its cost proposal.

5.0 CONTRACTUAL TERMS AND CONDITIONS

5.1 Precedence of Contractual Terms and Conditions

The contract shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Standard Terms and Conditions take precedence over the Special Terms and Conditions.

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's bid proposal, the RFP and/or the addendum shall govern.

5.2 Performance Bond

This section supplements Section 3.3b of the Standard Terms and Conditions. A performance bond in the amount of ten percent (10%) of the projected first year's revenue collection is required. The amount of the performance bond is noted on the RFP cover sheet. The performance bond must be posted within 30 days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof.

5.3 Business Registration

Business Registration - See Standard Terms and Conditions, Section 1.1.

5.4 Contract Term and Extension Option

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for an additional three (3) years, by mutual written consent of the contractor and the Director.

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5.5 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

5.6 Availability of Funds

Not applicable to this procurement.

5.7 Contract Amendment

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

5.8 Contractor Responsibilities

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.9 Substitution of Staff

It is acknowledged by the contractor that every reasonable attempt shall be made to assign the personnel listed in the contractor's bid response proposal. If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the

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<p>contractor will identify the substitute personnel and the work to be performed.</p> <p>The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.</p> <p>The contractor shall forward a request to substitute staff to the State's Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.</p> <p>5.10 Substitution or Addition of Subcontractor(s)</p> <p>This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.</p> <p>It is acknowledged by the contractor that every reasonable attempt shall be made to assign the personnel listed in the contractor's bid response proposal. If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.</p> <p>The contractor must provide detailed resumes of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.</p> <p>In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.</p> <p>The contractor shall forward a written request to substitute or add a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.</p> <p>No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.</p> <p>5.11 Ownership of Material</p>			

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All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any such materials may not, by operation of law, be a work made for hire in accordance with the terms of this contract, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any copyright, and the State shall have the right to obtain and hold in its own name any copyrights, registration and any other proprietary rights that may be available. To the extent that any of such materials may not, by operation of law, be a work made for hire in accordance with the terms of this contract, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.

Should a bidder anticipate bringing pre-existing data and/or materials into the project these must be identified in the bid proposal, otherwise the language in revised Section 5.11 (first paragraph) prevails. If the bidder identifies such intellectual property, then intellectual property owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder ("Background IP"). However, the bidder shall grant the State a nonexclusive, royalty free license to use any of bidder's Background IP delivered to the State for the purposes contemplated by this contract.

5.12 Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment

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<p>request the contractor to remove the employee and provide a replacement.</p> <p>5.12.4 The contractor shall have the its employees sign confidentiality agreements, Federal and State unauthorized access and use of State information law and policy (in accordance with N.J.S.A. 54:50-8, 26 U.S.C. 7213 and 26 U.S.C 6103), and Code of Ethics agreements provided by DOR before gaining access to case information. The contractor shall provide the original to the State Contract Manager and maintain a continuously updated file of these signed confidentiality agreements.</p> <p>5.13 News Releases</p> <p>The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.</p> <p>5.14 Advertising</p> <p>The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.</p> <p>5.15 Licenses and Permits</p> <p>The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State's Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.</p> <p>5.16 Claims and Remedies</p> <p>5.16.1 Claims</p> <p>All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.</p> <p>5.16.2 Remedies</p> <p>Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by</p>			

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the Director.

5.16.3 Remedies for Non-Performance

In the event that the contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract in accordance with the State administrative code. In this event, the Director may authorize the delivery of contract services by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.17 Late Delivery

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. If the contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the contractor shall be liable to the State for any and all resultant damages.

5.18 Retainage

Not applicable to this proposal.

5.19 State's Option to Reduce Scope of Work

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

5.20 Suspension of Work

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

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5.21 Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract rate.

5.22 Additional Work and/or Special Projects

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology

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No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work done without the Director's written approval.

5.23 Form of Compensation and Payment

This Section supplements Section 4.5 of the RFP'S Standard Terms and Conditions. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

The contractor shall not deduct any of their fees from daily deposits but must deposit all monies collected to the State as directed in Section 3.4.6 of this RFP.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 Proposal Evaluation Committee

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 Oral Presentation and/or Clarification of Proposal

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to

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questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 Evaluation Criteria

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.3.1 The bidder's general approach and plans in meeting the requirements of this RFP.

6.3.2 The bidder's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP.

6.3.3 The bidder's documented experience in successfully completing contracts of a similar size and scope to those required by this RFP.

6.3.4 The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to those required by this RFP.

6.3.5 The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.6 The Bidder's Cost Proposal

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6.4 Contract Award

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest to do so.

7.0 BIDDER DATA SHEETS BIDDER(S)' CAPABILITIES, ORGANIZATIONAL SUPPORT AND EXPERIENCE/TECHNICAL PROPOSAL

Not applicable to this proposal.

8.0 PRICE SHEET(S) AND SUPPORTING DETAIL

The bidder must submit all requested pricing information. Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of the contract to permit the completion of the contract award process.

9.0 EXHIBITS/ATTACHMENTS

- ATTACHMENT A - Caseload Background Information
- ATTACHMENT B - File Layouts Required by the Revenue Delinquent Invoice System
- ATTACHMENT C - List of Designated Counsel (Intentionally Not Included)
- ATTACHMENT D - Confidentiality Agreement
- ATTACHMENT E - Check by Phone Guidelines